

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

OMB Control No. 1505-0081			
<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	
4. ORDER NUMBER		5. SOLICITATION NUMBER TIRNO-08-R-00010	
6. SOLICITATION ISSUE DATE 03/18/2008		8. OFFER DUE DATE/ LOCAL TIME May 5, 2008 12:00 NOON	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACKSON, JEFFREY M	
b. TELEPHONE NUMBER (No collect calls) 202-283-1197			
9. ISSUED BY  Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745		CODE IRS0088	
10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR  NAICS: 611710  SIZE STANDARD: \$6.5m		<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO IRS 1750 Pennsylvania Avenue, N.W. Washington, DC 20006		CODE 20006004	
16. ADMINISTERED BY Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745		CODE IRS0088	
17a. CONTRACTOR/OFFEROR TO ALL OFFERORS CODE 00055905 FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE INVB030  IRS Beckley Finance Center P.O. Box 9002 Tel: (304) 254-3300 Beckley, WV 25802	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT
0001	Enrolled Retirement Plan Agent Exam	0.00	EA
		23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED

 AUTHORIZED FOR LOCAL REPRODUCTION  
 PREVIOUS EDITION IS NOT USABLE

**STANDARD FORM 1449** (REV. 3/2005)  
 Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED      ☐ INSPECTED      ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
<input type="checkbox"/> 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42.a. RECEIVED BY ( <i>Print</i> )			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT ( <i>Location</i> )	
		42.c DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

STANDARD FORM 1449 (REV. 3/2005) **BACK**

**TABLE OF CONTENTS**

<b>SECTION I</b>	<b>STATEMENT OF WORK.....</b>	<b>2</b>
<b>SECTION II</b>	<b>CONTRACT LINE ITEMS.....</b>	<b>31</b>
<b>SECTION III</b>	<b>CONTRACT CLAUSES.....</b>	<b>32</b>
<b>SECTION IV</b>	<b>INSTRUCTIONS AND EVALUATIONS FACTORS.....</b>	<b>45</b>

## SECTION I – STATEMENT OF OBJECTIVES

### 1.0 Background

- 1.1 The Office of Professional Responsibility (OPR) of the Internal Revenue Service (IRS) is working with Tax Exempt and Government Entities Division (TE/GE) to implement the recommendation of the Advisory Committee for Tax Exempt and Government Entities (ACT) that a new category of limited scope practitioner be created. This practitioner would be known as an "Enrolled Retirement Plan Agent" or "ERPA." The ERPA program is established under the Department of the Treasury Circular 230 and will be administered by the Office of Professional Responsibility ("OPR"). Implementation of the ACT's proposal would establish a mechanism for increasing the accountability of a valuable group of individuals who are an integral part of the maintenance and administration of tax exempt plans. Currently, Third Party Administrators (TPA) and Benefit Consultants are not authorized to practice before the IRS, but play a critical role in tax compliance. Employers often rely on this group to maintain the tax qualified status of their plans. The IRS revised Form 2848 (Power of Attorney Form) to prohibit its use by individuals not otherwise authorized to practice before the IRS.

It is contemplated that the examination, enrollment, renewal procedures, and continuing education requirements, as well as professional standards of conduct of the ERPA programs mirror that of the Enrolled Agent program. The Enrolled Agent program already exists, and information about that program can be found at [www.irs.gov](http://www.irs.gov), click on tax professionals and then click on enrolled agents.

The scope of an ERPA to practice before the IRS will be limited to certain delineated sections of the Internal Revenue Code relating to retirement plan matters under Title 26 of Employee Retirement Income Security Act (ERISA). The scope of enrollment would include practice before the Service relating to the preparing initial determination letters on the qualified status of retirement plans; preparing and filing requests for determinations on plan termination; preparing and filing requests for the extension of filing Form 5500 preparing and filing annual reports on Form 5500; preparing and filing excise tax returns; preparing and filing or assisting in filing requests under voluntary compliance programs (EPCRS); and representing qualified retirement plans in audits by the IRS or other governmental agencies.

As a result, the scope of the ERPA examination should be similarly limited. The ACT believes that over the first five years approximately 3,000 to 6,000 practitioners could avail themselves of this enrollment opportunity.

- 1.2 The OPR mission is the oversight of practitioners who represent taxpayers before the IRS. These include Certified Public Accountants (CPAs), attorneys, and enrolled agents (EAs), among others. This oversight function ensures and maintains professional standards for competence, conduct, and integrity among the broad range of practitioners who represent taxpayers before the IRS. This program is governed by Federal laws and regulations governing practice before the IRS, including 5 U.S.C. § 500, 31 U.S.C. § 330, 31 C.F.R. Part 10 (also known as Treasury Department Circular 230). Specifically, sections 10.4 through 10.6 of Circular 230 concern eligibility, the application process and other aspects of the enrolled agent program.
- 1.3 Practitioners must have the necessary qualifications to provide valuable services to taxpayers in presenting their cases to the IRS. Attorneys and CPAs are deemed to have such qualifications by meeting the requirements

of their respective state bar and licensing board associations. EAs must demonstrate their competence directly to the IRS. Individuals qualify to become an enrolled agent through past service and technical experience as an employee of the IRS, or by successfully passing the IRS Special Enrollment Examination (SEE). ERPAs would also have to demonstrate their competence directly to the IRS by successfully passing an Enrollment Examination.

## **2.0 Objective**

The objective of the IRS is to select an appropriate vendor to develop and administer the ERPA Program to achieve the most efficient program, including efficient and effective processes, methods, procedures and administration.

## **3.0 Scope**

As detailed herein, the contractor shall furnish the resources, management, supervision, facilities and services necessary to assume development and administration of the ERPA Program.

## **4.0 Expectations**

The proposed program shall:

- a. Establish a new category of limited scope practitioner, known as an "Enrolled Retirement Plan Agent" or "ERPA," under Circular 230;
- b. Develop an examination that effectively measures the competence of applicants desiring to become ERPAs;
- c. Administer the exam; and
- d. Update the exam in response to changes in tax law.

## **5.0 Minimum Requirements**

The ERPA Program proposed shall include as a minimum:

- a. Complete a comprehensive job analysis for Enrolled Retirement Plan Agent candidates to serve as a foundation for the Enrollment Examination. Prepare a detailed final report documenting the job analysis. Include copies of all tools used in the conduct of this job analysis. Include all raw data gathered for this effort.
- b. Contractor shall provide the IRS with a copy of the test plan for final approval.
- c. Exam development in accordance with current Standards for Educational and Psychological Testing and Uniform Guidelines on Employee Selection.
- d. Exam validation, including pilot tests of the exam. Provide the IRS with validation report with results of the pilot test. Provide the IRS with a recommendation for the cut-score for final approval.
- e. Public notice and other outreach in order to sufficiently inform the public regarding the exam and its requirements, including how to take the exam, as well as the contents and format of the exam.

- f. Conduct the testing application process.
- g. Secure exam administration facilities within the United States that will include appropriate supervisors and proctors for the examination. The facilities furnished shall provide reasonable accommodations for examination applicants with disabilities in compliance with applicable law, including the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
- h. Exam administration in a practical and accessible manner, on a national basis at a minimum of twice a year.
- j. Exam scoring and applicant notification within thirty business days of an applicant successfully passing an examination.
- k. Electronic transmission of all information (including information from the candidate's exam application) to the IRS, in accordance with Attachment E. Contractor shall forward candidate information for passing candidates on a weekly basis. Provide all required reports on a quarterly basis, or as noted at 10.0 or Attachment E, in hardcopy as well as an electronic version.
- l. Update exam as needed to reflect changes in tax law, exam saturation and scoring.
- m. Safeguards to:
  - (i) Prevent contractor's personnel use of information unfairly obtained through the contract in order to pass the examination;
  - (ii) Provide a fail-safe mechanism verifying the identity of the candidate;
  - (iii) Identify and address ways to prevent security breaches, including compromise of physical security of test facilities, materials, loss of hardware or software, data interception, etc.;
  - (iv) Ensure the integrity of all computer information to prevent data loss; and
  - (v) Address suspected cheating behavior.
- n. Provide the IRS with a quality assurance plan.
- o. Respond to questions and defend challenges relating to exam development and administration.
- p. Provide technical assistance if there is a necessity to legally defend any aspect of test development and administration.
- q. Provide test re-take policy and procedures for handling cancellations, no-shows, and the tracking of 'retakes' to ensure that registration conforms to the retake policy (frequency at which a candidate may re-take the exam).

## **6.0 Other Requirements**

### **6.1 Confidentiality of Information**

The contractor must ensure the confidentiality of all information received, obtained or generated by the contractor in the course of operating this program. Requirements for safeguarding tax information are set forth

in the IRS Acquisition Procedures (IRSAP 1052.224) and in the Federal Acquisition Regulations (FAR) 52.224-1 and 52.224-2. Requirements for safeguarding non-tax information must match the requirements applicable to federal agencies as stated in the Privacy Act of 1974 (5 U.S.C. § 552a).

## **6.2 Review of Forms**

Any forms designed by the contractor must be approved by the IRS before use.

## **6.3 Creation of Records**

Federal agency records that are retrieved by an identifier for an individual are subject to Privacy Act requirements. The contractor shall not create records not specified in the contract without the written approval by the Internal Revenue Service.

## **6.4 Review of Legal Interpretations**

At the request of the IRS, the contractor shall revise the examination when the IRS determines that a question is based on an invalid or disputable interpretation of the law.

## **6.5 Section 508 Compliance**

This contract is subject to Section 508 of the Rehabilitation Act of 1973. The contractor must comply with the Act's requirements as detailed in Attachment C. For more information about the Act and Section 508 standards go to [www.section508.gov](http://www.section508.gov).

## **6.6 Survey of Public**

The Privacy Act requires Federal agencies to provide certain information when individuals are requested to supply information about themselves. Privacy Act statements, as required by 5 U.S.C. 552a(e)(3) must be supplied in such situations. The Paperwork Reduction Act of 1995 (Public Law 104-13) imposes a requirement on Federal agencies to obtain approval from the Office of Management and Budget (OMB) before collecting information from more than 10 members of the public. The contractor shall provide the IRS with a copy of any forms it will use to collect information from the public 75 calendar days prior to its use. If the activities proposed by the contractor require such collection, preparation of an OMB Package containing the information detailed in Attachment D is required.

## **6.7 Kickoff Meeting**

Within fifteen (15) business days of award, the contractor shall meet with IRS representatives at a mutually agreeable location in the Washington DC area or via teleconference. The kick off meeting will include a discussion and adjustments, as required, to the contractor's plan of execution submitted with its proposal. The contractor shall provide minutes of the kickoff meeting to the government five business days after conducting the meeting.

## **6.8 Contractor Background Investigation**

All contractor employees assigned to the contract may be subject to a background investigation.

## **6.9 Performance Measurement**

The proposed program shall contain metrics and/or a proposed method for measuring contractor performance.

## **6.10 No-Cost Basis**

The contractor assumes the responsibility for the ERPA Program on a no-cost basis to the government. The contractor will not be reimbursed by the Federal government for fees, costs, or any other charge or expense. The contractor is expected to cover its cost and any profit by charging reasonable exam fees.

## **6.11 Government User Fee**

The contractor may be required to collect government user fees from applicants (pending issuance of government user fee regulation), and if so, shall remit all government user fees to the IRS on no less than a monthly basis. The fees are to be sent to the IRS at: P.O. Box 9002, Beckley, West Virginia, 25802-9002.

## **7.0 Considerations –**

- a. Computer based administration is required.
- b. TEGE/OPR will provide a Contracting Officer's Technical Representative (COTR) who will provide technical support during the contract period.
- c. Up to seven (7) IRS employees will be available for the initial job analysis for up to 40 hours each. Up to two (2) IRS employees will be available for pilot testing up to 16 hours each.
- d. The IRS will retain exclusive rights to the examination, applicant database, exam blueprint, job analysis, and all other information developed by the vendor necessary to administer the exam program.
- e. The contractor shall furnish the IRS with all test questions and answers for review and approval prior to implementation. The IRS will complete all reviews within thirty (30) calendar days. The vendor shall cite the code section or other authority for each question.
- f. The contractor shall commence administration of the exam by April 2009.
- g. The contractor shall use an application form of its own design, subject to COTR approval.
- h. There is no restriction on the format(s) of the exam or frequency. The IRS is seeking the best overall approach to the SOO that is economically feasible.
- i. The IRS reserves the right to conduct periodic and other audits of exam administration.
- j. The contractor may secure additional exam facilities outside the United States that will include appropriate supervisors and proctors for the examination. The facilities furnished shall provide



reasonable accommodations for examination applicants with disabilities in compliance with applicable law, including the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

- k. A separate entity, which may be related to the contractor, may participate in the sale of test preparation material or study material for the ERPA enrollment examination. Sufficient safeguards must be in place to maintain a distinct separation from the course or study material provider of examination questions and other sensitive material.
- l. The contract period for the ERPA examination and development shall be for a base period of five (5) years with one (1) optional three year (3) option period, and one (1) optional two year (2) option period.

## 8.0 Reference –

- a. IRS information on the Enrolled Retirement Plan Agents can be found in Treasury Department Circular 230, revised as of September 26, 2007.

## 9.0 Deliverables

Deliverables shall be as required by this statement of objectives and as detailed in the offeror's proposal. The government will review and approve/comment on all program critical documents within 30 business days of receipt. All documentation submitted to the IRS shall be in Microsoft Office format.

<b>DELIVERABLES</b>	<b>DUE DATE</b>
Final Project Plan (draft project plan submitted with proposal) including high level system design and CONOPS,	15 business days after Kickoff Meeting
Job Analysis Final Report	* business days after award
Initiate Security and Privacy Certification and Accreditation Process	60 days after award
Test Plan	*
Pilot Test/Test Validation	*
Test Validation Report and Submission of Test Questions and Answers to IRS for Review	60 Days Prior to First Test Administration
Detailed System Design and Completed Certification and Accreditation Documentation, including Risk Assessment, System Security Plan and ST & E	30 Days Prior to Operation with Sensitive Information

Plan	
Test Delivery	By April 1, 2009
Test Results Report (Data to Detroit)	Within 35 days after Test
Comprehensive Test Report Data (Access Database)	*
Final Report	6 Months after first Exam; Annually thereafter
Quality Assurance Surveillance Plan	*
All Other Required Reports as Indicated in Attachment E	See Attachment E

\* As proposed or otherwise agreed to by the parties.

## 10.0 Attachments

Attachment A – ACT Proposal Executive Summary

Attachment B -- DELETED

Attachment C – Rehabilitation Act of 1973, Section 508 IT Accessibility Requirements

Attachment D – OMB Package Requirements

Attachment E – Data Requirements

## **Statement of Objectives, Attachment A**

### **ACT Proposal Executive Summary**

#### The Problem

Over the past several decades there has been a marked shift in how qualified retirement plans are serviced. This has resulted in the creation of a significant group of retirement plan practitioners (including third party administrators and benefit consultants) who are not currently authorized to practice before the IRS but who play a critical role in tax compliance. Employers often rely on this group to maintain the tax qualified status of their plans.

Historically, this group of practitioners was permitted to represent qualified retirement plan sponsors before the IRS with respect to retirement plan matters. The Restructuring and Reform Act of 1998 imposed substantial penalties on IRS employees for unauthorized dealings with third parties. As a result, the IRS revised Form 2848 (Power of Attorney and Declaration of Representative) to prohibit its use by individuals not otherwise authorized to practice before the IRS.

#### The ACT's Objective

This project was undertaken to determine whether procedures should be developed to permit those practitioners not currently authorized to practice before the IRS to become enrolled for the limited purpose of addressing certain qualified retirement plan matters (including the filing of applications for determination letters, filing for extensions of Form 5500, responding to employee plan audits, and negotiating with the IRS on behalf of clients with respect to voluntary compliance matters). In this context, we looked at whether the IRS should rely on existing credentialing programs and the possible scope of practice.

#### Guiding Principles

In addressing this objective, the ACT looked to Commissioner Everson's stated goal of enhancing enforcement of our tax laws. Two of the Commissioner's objectives are described in the current IRS Strategic Plan as follows:

- Ensure that attorneys, accountants and other tax professionals adhere to professional standards and follow the law.
- Detect and deter abuse within tax-exempt and governmental entities and misuse of such entities by third parties for tax avoidance or other unintended purposes.

#### Recommendations

The ACT recommends the creation of a new category of limited scope practitioner, known as an "Enrolled Retirement Plan Agent" or "ERPA." The ERPA program would be established under Circular 230 and would be administered by the Office of Professional Responsibility ("OPR"). Given the similarities in structure between the enrolled agents program currently in existence and the recommended ERPA program, we recommend that the examination, enrollment, and renewal procedures of the enrolled agent and ERPA programs mirror each other to the extent possible.

We recommend that the scope of an ERPA's practice before the IRS be limited to certain delineated sections of the Internal Revenue Code relating to retirement plan matters. As a result, the scope of the ERPA examination should be similarly limited. The administration of this examination also should follow the approach presently being

developed by OPR for the enrolled agent examination, which will result in OPR outsourcing the examination to an appropriate vendor. Additionally, OPR should utilize the technical assistance of the Employee Plans Division of TE/GE in its development of the objectives, standards, and examination content.

Our recommendation also includes renewal and continuing education requirements that parallel current requirements for enrolled agents. While these continuing education requirements are rigorous, they also are consistent with requirements for other professional groups that are permitted to practice before the Internal Revenue Service, and should enhance compliance.

The ACT believes that over the first five years approximately 3,000 to 6,000 practitioners could avail themselves of this enrollment opportunity. Accordingly, the ACT believes that this program can be implemented by the Internal Revenue Service expeditiously and without unreasonable cost or use of its resources.

The ACT believes its recommendation will establish a mechanism for increasing the accountability of a valuable group of individuals who are an integral part of the maintenance and administration of tax exempt plans.

**Statement of Objectives, Attachment B**

**DELETED**

**Statement of Objectives, Attachment C**  
**Rehabilitation Act of 1973, Section 508 IT Accessibility Requirements**

**A. General**

1. Purpose (Reference 36 CFR 1194.1)
  - (a) The below technical standards are those issued by the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508 (a) (2) (A) of the Rehabilitation Act Amendments of 1998 (29 U.S.C. § 794 (d)) as enacted in the Workforce Investment Act of 1998. (The Access Board is an independent Federal agency established by Section 502 of the Rehabilitation Act (29 U.S.C. 792) whose primary mission is to promote accessibility for individuals with disabilities.)
  - (b) Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.
2. Application (Reference 36 CFR 1194.2)
  - (a) This section does not apply to Electronic and Information Technology (EIT, see definitions at A4. below) that is acquired by the contractor incidental to the contract, or is neither used nor accessed by Federal employees or members of the public, and contractor employees in their professional capacity are not considered members of the public.
  - (b) For any EIT product proposed in response to this solicitation as a deliverable that is a commercial item (as defined by the Federal Acquisition Regulation, Subpart 2.101) or any EIT product to be developed in response to this solicitation, that will be available to meet this contract's delivery requirements, the contractor must represent within his proposal that the product(s) complies with all of the below standards.
  - (c) If such product does not comply with all of the below standards, the contractor must specify each specific standard that is not met.
3. Electronic and Information Technology (EIT) Product General Exceptions (Reference 36 CFR 1194.3)
  - (a) This section does not apply to any EIT operated by agencies, the function, operation, or use of which involves:
    - (1) Intelligence activities
    - (2) Cryptographic activities related to national security
    - (3) Command and control of military forces

- (4) Equipment as an integral part of a weapon or weapon system
  - (5) Systems critical to the direct fulfillment of military or intelligence missions
  - (b) Products acquired by a contractor incidental to a contract, or are neither used nor accessed by Federal employees or members of the public, and contractor employees and all personnel related to the contract are not considered members of the public;
  - (c) Products or components of products that would require a fundamental alteration in their nature.
  - (d) Products located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring.
4. Definitions (Reference 36 CFR 1194.4) - The following definitions apply to this section:

**Agency.** Any Federal department or agency, including the United States Postal Service.

**Alternate formats.** Alternate formats usable by people with disabilities may include, but are not limited to, Braille, ASCII text, large print, recorded audio, and electronic formats that comply with this part.

**Alternate methods.** Different means of providing information, including product documentation, to people with disabilities. Alternate methods may include, but are not limited to, voice, fax, relay service, TTY, Internet posting, captioning, text-to-speech synthesis, and audio description.

**Assistive technology.** Any item, piece of equipment, or system, whether acquired commercially, modified, or customized, that is commonly used to increase, maintain, or improve functional capabilities of individuals with disabilities.

**Electronic and information technology.** Includes information technology and any equipment or interconnected system or subsystem of equipment, that is used in the creation, conversion, or duplication of data or information. The term electronic and information technology includes, but is not limited to, telecommunications products (such as telephones), information kiosks and transaction machines, World Wide Web sites, multimedia, and office equipment such as copiers and fax machines. The term does not include any equipment that contains embedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.

**Information technology.** Any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage,

manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

**Operable controls.** A component of a product that requires physical contact for normal operation. Operable controls include, but are not limited to, mechanically operated controls, input and output trays, card slots, keyboards, or keypads.

**Product.** Electronic and information technology.

**Self Contained, Closed Products.** Products that generally have embedded software and are commonly designed in such a fashion that a user cannot easily attach or install assistive technology. These products include, but are not limited to, information kiosks and information transaction machines, copiers, printers, calculators, fax machines, and other similar types of products.

**Telecommunications.** The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**TTY.** An abbreviation for teletypewriter. Machinery or equipment that employs interactive text based communications through the transmission of coded signals across the telephone network. TTYs may include, for example, devices known as TDDs (telecommunication display devices or telecommunication devices for deaf persons) or computers with special modems. TTYs are also called text telephones.

**Undue burden.** Undue burden means significant difficulty or expense. In determining whether an action would result in an undue burden, an agency shall consider all agency resources available to the program or component for which the product is being developed, procured, maintained, or used.

5. Equivalent Facilitation (Reference 36 CFR 1194.5)

Nothing in this part is intended to prevent the use of designs or technologies as alternatives to those prescribed in this part provided they result in substantially equivalent or greater access to and use of a product for people with disabilities.

## **B. Technical Standards**

1. 1194.21 Software applications and operating systems.

- (a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.



- (b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.
- (c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.
- (d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.
- (e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.
- (f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.
- (g) Applications shall not override user selected contrast and color selections and other individual display attributes.
- (h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.
- (i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- (j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.
- (k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.
- (l) When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

2. 1194.22 Web-based intranet and internet information and applications.

- (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).
- (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
- (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
- (d) Documents shall be organized so they are readable without requiring an associated style sheet.
- (e) Redundant text links shall be provided for each active region of a server-side image map.
- (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
- (g) Row and column headers shall be identified for data tables.
- (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
- (i) Frames shall be titled with text that facilitates frame identification and navigation.
- (j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.
- (l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.
- (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).
- (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
- (o) A method shall be provided that permits users to skip repetitive navigation links.

- (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

Note to 1. The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5, 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium:

**Section 1194.22 Paragraph (a) WCAG 1.0 Checkpoint 1.1**

Section 1194.22 Paragraph (b) WCAG 1.0 Checkpoint 1.4

**Section 1194.22 Paragraph (c) WCAG 1.0 Checkpoint 2.1**

Section 1194.22 Paragraph (d) WCAG 1.0 Checkpoint 6.1

**Section 1194.22 Paragraph (e) WCAG 1.0 Checkpoint 1.2**

Section 1194.22 Paragraph (f) WCAG 1.0 Checkpoint 9.1

**Section 1194.22 Paragraph (g) WCAG 1.0 Checkpoint 5.1**

Section 1194.22 Paragraph (h) WCAG 1.0 Checkpoint 5.2

Section 1194.22 Paragraph (i) WCAG 1.0 Checkpoint 12.1

**Section 1194.22 Paragraph (j) WCAG 1.0 Checkpoint 7.1**

Section 1194.22 Paragraph (k) WCAG 1.0 Checkpoint 11.4

Paragraphs (l), (m), (n), (o), and (p) of this section are different from WCAG 1.0. Web pages that conform to WCAG 1.0, level A (i.e., all priority 1 checkpoints) must also meet paragraphs (l), (m), (n), (o), and (p) of this section to comply with this section. WCAG 1.0 is available at <http://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505>.

3. 1194.23 Telecommunications Products.

- (a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.
- (b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.
- (c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.
- (d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the

time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.

- (e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.
- (f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.
- (g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.
- (h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.
- (i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.
- (j) Products that transmit or conduct information or communication, cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide shall pass through the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.
- (k) Products which have mechanically operated controls or keys, shall comply with the following:
  - (1) Controls and keys shall be tactilely discernible without activating the controls or keys.
  - (2) Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2 N) maximum.
  - (3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.
  - (4) Visually discernible, and discernible either through touch or sound.

#### 4. 1194.24 Video and Multimedia Products.

- (a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital

television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.

- (b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.
- (c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.
- (d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.
- (e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.

5. 1194.25 Self Contained, Closed Products.

- (a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach assistive technology to the product. Personal headsets for private listening are not assistive technology.
- (b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.
- (c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).
- (d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.
- (e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.
- (f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.

- (g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- (h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.
- (i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (j) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following:
  - (1) The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length (see Figure 1 of this part).
  - (2) Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.
  - (3) Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.
  - (4) Operable controls shall not be more than 24 inches behind the reference plane (see Figure 2 of this part).

6. 1194.26 Desktop and Portable Computers.

- (a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).
- (b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).
- (c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.
- (d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards.

**C. Functional Performance Criteria**

- 1. [NOTE: If there are applicable provisions in Subpart B that fully address the product or service being procured, then the you need not look to Subpart C. Products that meet the specific technical provisions set forth in Subpart B will also meet the broader functional performance criteria in Subpart C.

2. If your product is not fully addressed by Subpart B, then you must look to Subpart C for applicable functional performance requirements.
3. The Access Board's standards provide that a vendor may offer EIT that uses designs or technologies that do not meet the applicable technical provisions in Subpart B but provide substantially equivalent or greater access to and use of a product for people with disabilities. (See 36 CFR 1194.5.) This is referred to as "equivalent facilitation." In effect, meeting the functional performance criteria in Subpart C of the Board's standards is the test for equivalent facilitation.]
4. 1194.31 Functional Performance Criteria.
  - (a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.
  - (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.
  - (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.
  - (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.
  - (e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.
  - (f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.

#### **D. Information, Documentation, and Support**

1. 1194.41 Information, documentation, and support.
  - (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
  - (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.

- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.



## Statement of Objectives, Attachment D OMB Package Requirements

Listed below is the information that must be included in the clearance materials sent to OMB:

### Background

- Describe what led up to the need for this data collection effort

### Methodology

- Identify/describe the population from whom the data will be collected
- Identify/describe the sample and how it will be selected
- Identify who will collect the data
- Describe how the data will be collected
- When will the data collection begin and end

### Evaluation

- Who will evaluate the data
- What statistical analyses (if any) will be employed
- What will be done with the results (i.e., how do you plan to use the data)

### Data Collection Instruments

- For surveys: attach a copy of the proposed questionnaire
- For focus group interviews: attach a copy of the "screening instrument" and a copy of the "moderator's guide"

\*\*\*\*\*

Tallies and other Information required within 60-days after the data collection is complete (Note: this information must be sent to Ross Saberlin, M:O, Office of Program Evaluation and Risk Analysis, Internal Revenue Service, 1111 Constitution Ave., NW, Washington, DC 20224:

- Findings: provide a "brief" summary of significant (important) findings that were evidenced in the results
- Actions Taken or Lessons Learned: provide a "brief" summary of any actions taken or lessons learned as a result of the findings
- Taxpayer Participation:

#### a. For Surveys:

1. Number of requests for taxpayer participation
2. Number of questionnaires returned or interviews completed

## b. For Focus Groups:

1. Number who received screener questionnaire
  2. Number who were invited to participate in the focus group interviews
  3. Number who actually participated in the focus group interviews
- Date the Data Collection Began
  - Date the Data Collection Ended
  - Estimated Cost--Including:
    1. all vendor costs
    2. any IRS costs for travel, printing, postage, and overtime payments (but not regular salary payments)

## Statement of Objectives, Attachment E Data and Reports Requirements

### Access Database

The Contractor shall deliver database, in Microsoft Access format, which provides access to a complete candidate information inventory. The database must be sufficient in its design to allow for easy retrievability of information in report form of items such as name, address, social security number, recruiting strategy success (i.e., how did candidate find out about the examination), Gender, self certification of language capability, veterans preference, etc. The database shall include pre-formatted reports, in a business format, with identical data fields as shown below. The database must include, at a minimum, the data fields identified below. The database must be able to handle data additions over time to include addition of examination scores, by component and in toto and update of data fields. It must have the capability to sort by data fields, to generate pre-formatted and new reports, random number capability, etc. The Access database will be delivered in CD format on at least a quarterly basis.

### Minimum Required Fields for Access Database

Tracks, in large measure, with application to take the examination

- Test Number and Date of Test
- Notice of Results Code (To generate Notice of Results)
- SSN
- Geographic Availability
- Language
- First Name
- Middle Name
- Last Name
- Other Names Used/Date
- Spouse's First Name
- Spouse's Middle Name
- Spouse's Last Name
- Spouse's SSN
- Date of Birth
- Current Address
- City
- State Code
- Zip code +4
- Telephone number (Area code + number)
- Fax number
- Work phone number
- E-mail address
- Place of birth
- Gender
- Test Batch Number (by location)

- Test Date
- Test Location
- Number of exams given this session
- Number of exams passed this session
- Test Processing Date (date scanned into database)
- Test Part Scores
- Passing Score
- Contractor fee collected
- IRS fee collected
- Date added to register
- Date record was last accessed
- Permanent address (if different from current address)
- Duplicate request check (was examination taken before by applicant)
- Purge date
- 10 fields which are unused at this time, but may be used later
- Report generation capability for any combination of these fields

### **Data for Transfer**

The following data shall be transmitted to the IRS in ASCII text-pipe delimited format on no less than a weekly basis:

<b><u>Field Name</u></b>	<b><u>Field Size</u></b>	<b><u>Additional Information</u></b>
Last Name	20 Characters	Required
First Name	15 Characters	Required
Middle Name	15 Characters	
Examinee SSN	9 Characters	Required if US Citizen
Spouse's SSN	9 Characters	
Address Line 1	25 Characters	Required
Address Line 2	25 Characters	
Address Line 3	25 Characters	
City	25 Characters	Required
State	2 Characters	Required with US address
Postal Code	10 Character numeric	Required with US address. Must be a valid US ZIP code
Province	25 Characters	
Country	25 Characters	Required
Mail Consent	1 Character numeric	1 = Share with everyone; 2= Share with Government; 3= Share with no one
Centralized Authorization File Number	9 Character numeric	(nine numbers followed by the letter "R") Format #####R in database. Display format is #####-#####R. Completion of this field is optional. Examinees provide this number if they have one.
Employment State	2 Characters	
Home Phone #	20 Characters	
Work Phone #	20 Characters	

Mobile Phone #	20 Characters	
Fax #	20 Characters	
Place of birth- City	25 Characters	Required
Place of Birth – State	2 Characters	Required with US address
Place of Birth - Province	25 Characters	
Place of Birth - Country	25 Characters	Required
Passing Score	Vendor to provide format	Current system format is a small integer, format ###.

### **User Fee Report**

A payment of the portion of exam fees that represent the IRS user fee should be remitted to the IRS monthly. The payment should be on the 10th business day following the end of the month that the fees were collected. (This requirement is based on when the payment is made to the vendor, not the date the exam is taken.)

The vendor should send in a report with each payment.

The report should include name and SSN for each applicant.

The number of names times the fee should equal the remittance (See below for exceptions).

The vendor's name, address, telephone number and contact person should be included on the report.

The report and remittance should clearly be marked as Special Enrollment Examination User Fee and dated as of the last day of the month collections were made.

#### **Exceptions**

It is possible that a credit may be made for returned checks after the 10th business day of the month. The vendor should report that amount as a credit on the report for the following month and reduce the remittance due to IRS by that amount. The name and SSN should be listed on the monthly report as a credit.

If the vendor has a refund policy for certain special circumstances, and a refund is sent to the exam candidate, the vendor should report that amount as a credit on the report for the month the refund is made and reduce the remittance due to IRS by that amount. The name and SSN should be listed on the monthly report as a credit.

### **Additional Reports Required**

The contractor shall furnish the following reports, in both hardcopy and electronic versions, on no less than a quarterly basis:

#### **Frequency Report**

- Frequency distribution of total scores
- Mean, median and mode

- Standard deviation
- Upper and lower quartiles

High/Low Splits showing distribution of people above and below the median

#### Point Biserial Report

- Number and percentage of applicants answering each question (item difficulty – p)
- Kuder Richardson Reliability #20
- Number and percentage of applicants who marked the correct response

Number and percentage of applicants marking each response for each question

## SECTION II – CONTRACT LINE ITEM PRICES

### SUPPLIES OR SERVICES AND PRICES/COSTS

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	Base Period - Date of award plus 5 years				
0001	Contractor fee per applicant for development and administration of ERPA Enrollment Exam. (Note: Add CLINS as necessary if exam will be administered in more than one part).	1.00	EA	_____	_____
	Option Period 1 - Date of exercise plus 3 years				
1001	Contractor fee per applicant for development and administration of ERPA Enrollment Exam. (Note: Add CLINS as necessary if exam will be administered in more than one part).	1.00	EA	_____	_____
	Option Period 2- Date of exercise plus 2 years				
2001	Contractor fee per applicant for development and administration of ERPA Enrollment Exam. (Note: Add CLINS as necessary if exam will be administered in more than one part).	1.00	EA	_____	_____

### SECTION III – CONTRACT CLAUSES

#### **FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (Feb 2007)**

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-
  - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **Invoice**
  - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include:



- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the

overpayment.

- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower

protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t) Central Contractor Registration (CCR).
  - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
  - (2)
    - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
    - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

**FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (DEC 2007)**

- a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
  - (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
  - (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
  - (4) [Reserved]
  - (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
  - (ii) Alternate I (Oct 1995) of 52.219-6.
  - (iii) Alternate II (Mar 2004) of 52.219-6.
  - (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
  - (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (Sept 2007)(15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

\_\_\_ (10) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program\_Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program\_Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_\_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632 (a)(2))

X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755)

X (17) 52.222-19, Child Labor\_Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).

X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

\_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (AUG 2007) of 52.222-50.

\_\_\_ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

\_\_\_ (28) 52.225-1, Buy American Act\_Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (29)(i) 52.225-3, Buy American Act\_Free Trade Agreements\_Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_(36) 52.232-33, Payment by Electronic Funds Transfer\_Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_(37) 52.232-34, Payment by Electronic Funds Transfer\_Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_(38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_X\_(39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor\_s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
  - (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
  - (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
  - (viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a no-cost contract resulting from this solicitation. The Government is not obligated to pay any fees, costs, or any other charge or expense in connection with this contract and/or contractor's performance. The contract is authorized to collect a fee from exam applicants to cover its costs and any profits by charging a reasonable exam fee. In consideration, the contractor will be the sole provider of the Internal Revenue Service Enrolled Retirement Plan Agent exam.

#### **FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

#### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

#### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**



- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

## **CONTRACT TERM**

The term of this contract shall be five (5) years from the date of award. The contract shall include one three (3) year option, and one two (2) year option which shall be exercised at the discretion of the government.

## **CONTRACTING OFFICER**

The Contracting Officer (CO) designated for administration of this contract(s) is **Barbara Czerw**. The CO, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

## **DTAR 1052.201-70 -- CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (APR 2004)**

- (a) The contracting officer's technical representative is: **TBD**.
- (b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the specification(s)/work statement.  
The COTR does not have authority to issue technical direction that:
  - (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
  - (2) constitutes a change as defined in the clause entitled "Changes";
  - (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) interferes with the contractor's right to perform under the terms and conditions of the contract;
  - (6) directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

**FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Barbara Czerw  
Internal Revenue Service  
Office of Procurement, OS:A:P:B:B:B  
6009 Oxon Hill Road,  
Oxon Hill, MD 20745.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**IRSAP 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2006)****a. Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. Interim and final evaluations shall be available to the Contractor through the National Institutes of Health Contractor Performance System (CPS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

**b. Electronic Access to Contractor Performance Evaluations**

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

(End of Clause)

**IRSAP 1052-96-070 NEWS RELEASES**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or

commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

#### **IRSAP 1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS (Jun 2005)**

The Contractor, or anyone acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under the provisions of 31 U.S.C. 333 and this contract. Further, a violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

#### **DISCLOSURE OF INFORMATION**

##### **(a) IRSAP 1052.224-9000(a) DISCLOSURE OF INFORMATION-SAFEGUARDS (JAN 1998)**

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

(a) All work shall be performed under the supervision of the contractor or the “contractor’s responsible employees.

(b) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(c) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspections(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-6, Alternate IV), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

##### **(b) IRSAP 1052-224-9002 DISCLOSURE OF INFORMATION-INSPECTION (DEC 1988)**

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the Contractor is found to be noncompliant with contract safeguards.

##### **(c) RESTRICTION AGAINST DISCLOSURE**

The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the possession of the Contractor, to those employees needing such information to perform the Statement of Work, i.e., on a "need to know" basis, and agrees to immediately notify the COTR, in writing, in the event that it is determined or there is reason to suspect a breach of this requirement.

#### **IRSAP 1052.239-9008 SECTION 508 - INFORMATION, DOCUMENTATION, AND SUPPORT (Sep 2006)**

In accordance with 36 CFR 1194, Subpart D, the electronic and information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, as amended, and the EIT accessibility standards established by the Architectural and Transportation Barriers Compliance Board (Access Board).

At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. The Contractor shall maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

## SECTION IV – INSTRUCTIONS AND EVALUATION FACTORS

### FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (Nov. 2007)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) “Remit to” address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(l) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
  - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
  - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
  - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best

terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
  - (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—
 

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.
  - (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
  - (i) ASSIST (<http://assist.daps.dla.mil>).
  - (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
  - (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
  - (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
  - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
  - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
  - (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### **ADDENDUM TO 52.212-1-- INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS**

##### **(a) General Information**

The Offeror shall clearly present information adequate to evaluate fully each of the evaluation criteria at **FAR 52.212-2 Evaluation – Commercial Items** of this solicitation. Therefore, the offeror is advised to carefully read the entire RFP.



Award will be made to the firm whose proposal provides the best value to the Government, price and non-price factors considered.

To aid in the evaluations, proposals should be clearly and concisely written, as well as neat and logically assembled. Prospective offerors are asked to submit material that is directly pertinent to the requirements of this RFP. Extraneous narrative, elaborate brochures, uninformative promotional material and the like, should not be submitted.

All proposals shall be clearly labeled, on the outside with the offeror's name, address and solicitation number. All pages of each proposal shall be appropriately numbered, and identified with the name of the offeror and solicitation number, to the extent practicable. An original and five (5) photocopies of the proposal and all supporting documentation, along with one electronic copy (floppy disk or CD-Rom), shall be submitted. **Proposals shall not exceed 150 pages in length. Any pages in excess of 150 will not be considered.** Specific instructions for the preparation of each proposal will be set forth below. Proposals shall be submitted on single sided 8 ½" x 11" paper, with font size no smaller than 12 points. The disk or CD copy shall be formatted in MS Office Version 6 or higher. All disks shall include a label identifying the offeror's name, address and solicitation number.

The original copy of the proposal shall contain the original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized on the remaining five copies of the proposal.

#### **Facsimile and email proposals are not authorized for this solicitation**

#### **(b) Proposal Requirements**

Proposals will consist of and must include:

- 1) Signed Standard Form 33 (cover page to RFP);
- 2) A Statement of Work based upon the Statement of Objectives (SOO) provided by the Government;
- 3) A completed Section II, Supplies or Services and Price/Costs;
- 4) Pricing/Fee charged to each applicant for each individual exam session (for all base and option years)
- 5) Completed Section V, Representations and Certifications
- 6) A sample exam comparable to that which will be developed in satisfaction of this requirement.
- 7) Offeror profile and experience (as described below)
- 8) Past Performance

#### **(c) Evaluation Methodology**

The IRS will award one contract to the responsible offeror whose proposal represents the greatest value to the Government, price and other factors considered. The Government reserves the right to award the contract to other than the offeror with the lowest price. The evaluation of proposals will be based upon a complete assessment of the offeror's proposal. The factors will be evaluated as described below on a greatest value basis. Price is not a point-scored factor, but is an important factor. Prices for each offer will be evaluated against the other offers received. Selection will be determined on the basis of the following:

1. How well a proposal satisfies the evaluation criteria below;
2. The strengths, weakness and risks a proposal presents to the Government; and
3. Evaluation of the proposals relative to the proposed prices to the applicants.

Following the initial evaluation of the technical and price/business proposals, a competitive range determination may be made comprising of the most highly rated offerors. The Government may elect to award on the basis of initial proposals, or establish a competitive range and request revised proposals from the firms in the competitive range.

**(d) Correspondence**

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the attention and address of the individual in ***Blocks 7(a) and 9 of the Standard Form 1449***. All verbal communications should also be directed to that individual. **In order to ensure questions concerning any technical aspect of the solicitation receive a timely response, these questions must be received by the contracting officer at least ten (15) calendar days before the due date for receipt of proposals, and shall be in writing. Questions may be submitted in writing via email to Nellisha Ramdass at [Jeffrey.M.Jackson@irs.gov](mailto:Jeffrey.M.Jackson@irs.gov).**

**FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**(1) Technical Approach**

- (a) The offeror's proposal meets the minimum requirements of the Statement of Objectives (SOO)**
- (b) Overall approach and methodology for accomplishing the work**
  - (i) Application processing**
    - Describes a user-friendly process for allowing candidates to complete application for the enrollment exam
    - Describes an efficient and effective process for handling online payment for exam as well as other paper-based payment options
    - Identifies as efficient and effective method for processing applications
    - Identifies an efficient strategy for addressing applicant questions regarding the application, testing and overall licensure process (e.g. a toll-free number and web address in additions to web-based Q&A.
    - Identifies an appropriate process for confirming application online, by USPS mail, or by e-mail within a reasonable time period.
    - Presents an efficient and effective strategy for scheduling applicants for the examination.
    - Describes procedures for handling cancellations, no-shows and the tracking of "retakes" to ensure that registration conforms to the retake policy.
    - Presents an effective strategy for beta-testing the application process.
    - Presents an appropriate strategy for ensuring compliance to the American with Disabilities Act, including providing reasonable accommodations to applicants with disabilities.

- (ii) Exam development and validation
  - Identifies an appropriate strategy for identifying the domain of knowledge and skills required for certification as an Enrolled Retirement Plan Agent (i.e., to serve as the basis for the exam content).
  - Proposes an appropriate strategy for ensuring the accuracy of item content (i.e., involving subject matter experts in the item development and review process).
  - Proposes an appropriate strategy to update exam as needed to reflect changes in tax law, exam saturation and scoring.
  - Proposes a detailed, comprehensive plan for a content-related validation approach and describes the analysis of reliability and other psychometric qualities.
  - Follows accepted standards and guidelines for developing high quality and legally defensible tests (e.g., Uniform Guidelines on Employee Selection ND Standards for Educational and Psychological Testing).
  - Presents an appropriate strategy for ensuring compliance to the American with Disabilities Act, including providing reasonable accommodations to applicants with disabilities.
  - Proposes use of varied and psychometrically sound item formats.
  - Outlines an appropriate method for examining and maximizing test fairness.
  - Presents an appropriate methodology for scoring the exam, including multiple hurdles or weighing various sections, as appropriate.
  - Presents an appropriate methodology for determining the minimum level of knowledge and skill required for certification and establishes a cut score for the exam, accordingly.
  - Presents an appropriate methodology for examining item statistics.
  - Presents an effective methodology for developing and equating parallel forms of the exam, as appropriate.
- (iii) Test Administration
  - Presents a strategy for developing test preparation materials and making them available to applicants.
  - Demonstrates a practical and effective nationwide delivery strategy for the test.
  - Describes proposed test sites including their locations, general floor plan, dates of availability, capacity, number of computer terminals/testing stations, equipment configurations, types of buildings, parking availability, site accessibility, current staffing, noise and temperature-control features, testing furniture, adequate writing space, adjustable screens and chairs, and other appropriate accommodations.
  - Presents an effective strategy for carrying out examination administration at least twice a year, including protocol for on-site admitting procedures, candidate training, system capability (e.g., bandwidth and connectivity if web-based), standardization of computer administration equipment, and exit protocol.
  - Identifies the qualifications used/needed for the Testing Center Supervisor
  - Demonstrates adequate procedures for establishing and staffing test sites throughout the U.S. and abroad which can accommodate candidates with disabilities and other individuals whose religious beliefs prevent them from taking the exam on specific days
- (iv) Score reporting

- Presents an effective strategy for reporting scores to applicants
  - Presents an effective strategy for analyzing and reporting results to the IRS
  - Presents an effective strategy for managing the appeal process
  - Presents an appropriate approach for modifying the scoring key as needed (e.g. as a result of additions or changes to tax law or justifies appeals to the scoring key)
- (v) Security provisions
- Presents a fail-safe mechanism for verifying the identity of the candidate
  - Describes the process by which a candidate's examination is initiated (e.g. through passwords)
  - Identifies and addresses ways to prevent the types of security breaches that may occur, including compromise of physical security of test facilities, compromise of materials, loss of hardware or software, data interception, etc.
  - Describes experiences in addressing various types of security breaches, including actions taken in response by the organization
  - Specifies procedures for handling crisis occurrences such as power outages, item pool compromise, and other such occurrences
  - Describes strategy for addressing suspected cheating behavior
  - Describes effective procedures for accurate and secure transfer of all testing information (e.g. items, examination forms, pretest items, item data, candidate item response data and applicant database information)
  - Describes a strategy for retaining, backing-up, securing, and ensuring the integrity of all computer information to prevent data loss
  - Describes offeror's experience in completing a NIST defined Certification and Accreditation (C&A) process
- (c) Qualification of contractor personnel
- Demonstrates needed technical and project management expertise to successfully carry out the scope of work proposed
  - Provides information concerning who will work on the project from their staff, including educational background and work experience
  - Describes the qualifications of such personnel in a sufficient manner
  - Supplies above information for potential subcontractor staff members (if applicable)
  - Sufficiently details the services/products of both parties (if a partnership is needed)
  - Indicates the time each staff member will spend on the project
- (d) Managerial and administrative considerations
- Submits a timeline detailing the specific dates for completion of each project phase and the delivery dates for interim and final products
  - Submits a realistic timeline for carrying out the project
  - Dates submitted conform to the need of the IRS-OPR
  - Provides an effective quality assurance plan
  - Provides a high-value product given the services/products described and the cost estimates provided by the vendor
  - Proposes high quality for reasonable, market value prices

- Provides a plan to transmit as required data in electronic format
- Provides a plan to create and submit a database including as required data and formatted to provide as required reports

(2) Offeror Profile and Key Personnel Experience

The Government will evaluate each offeror's company profile, offeror, subcontractor and key personnel experience on the basis of its breadth, depth and relevance to the work that will be required under the prospective contract, based on the experience information provided by the offeror. The Government may evaluate the experience of the offeror's proposed key subcontractors in the same manner as the prime contractor to the extent warranted.

(3) Past Performance

- Past performance is a measure of the degree to which the offeror, subcontractor or key personnel satisfies the customers in the past and complied with applicable professional standards. The Government may contact some or all clients of each offeror, subcontractor and key personnel (referenced in the offeror) to ask to what degree, among other things:
  - (a) The offeror delivered quality service in a timely manner;
  - (b) The offeror's performance conformed to the terms and conditions of its contract;
  - (c) The offeror was committed to customer satisfaction;
  - (d) The offeror provides prior projects of similar nature to the current project, identifying the name of the entity for which the work was conducted, a contract number (if applicable) and the date of performance;
  - (e) The offeror identifies the breadth, depth of past and present experiences;
  - (f) The offeror identifies at least 3 to 5 references that could address the contract performance (including telephone number and address);
  - (g) The offeror provides the above information for potential subcontractors (if applicable);
  - (h) The offeror demonstrates prior experience in the research, development and utilization of selection instruments, which are valid predictors of performance;
  - (i) The offeror demonstrates experience in test administration and scoring, data collection, processing and statistical analysis;
  - (j) The offeror demonstrates adherence to general and specific security requirements in Federal or equivalent environment
- The Government will be using information obtained from the National Institutes of Health Contractor Performance System database, if any, and may utilize information from sources other than those provided by the contractor. The Government may evaluate the past performance of the offeror's key subcontractors in the same manner as the prime contractor to the extent warranted. The offeror will be given an opportunity to comment on third party past performance information, which it has not seen.
- The Government will take into consideration and evaluate accordingly cases where the past performance of an offeror, subcontractor or key personnel is somehow **not** similar in scope, complexity, magnitude, or otherwise lacking relevancy to some degree. For example, a "customer" may give an offeror outstanding on the customer's contract, but if the contract in

question is considerably smaller or is otherwise lacking relevancy to the same degree, then the rating given by the government may be lower as it is less relevant.

- In the case of an offeror, subcontractor or key personnel without a record of relevant past performances or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. In such case, the Government may assign the contractor a rating of “neutral” and consider this along with the offeror’s other evaluation rating in determining relative capability of offeror. However, the proposal of an offeror with no record of relevant past performance or for whom information on past performance is not available, may not represent the most advantageous proposal to the Government, and thus, may be unsuccessful proposal when compared to the proposal of other offerors.

(4) Price

The Government will evaluate the total price that will be charged to each applicant in each performance period (e.g. base and all option periods). Overall price will include fees collected for reimbursement of Government expenses plus fee that will be retained by the contractor. Overall contractor fee will be considered the total price of all parts of the overall exam if the offeror chooses to present the examination in more than one part.

### **Relative Importance of the Evaluation Factors**

The evaluation factors listed below will be applied to all proposals. These factors will be evaluated on a best value basis. Prices for each offer will be evaluated against the other offers. The factors are listed in relevant order of importance:

- (1) Technical
- (2) Offeror Profile and experience
- (3) Past Performance
- (4) Price

The IRS will consider non-price factors (technical, offeror profile and experience, past performance), when combined, significantly more important than price. Award will be made to the firm whose proposal provides the best value to the Government, non-price and price factors considered.